

ADOT ECS File: JPA 00-138
Project No. SPR-(056)
TRACS No.: P5600 05P
Research: PM-10 Education Outreach

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA STATE UNIVERSITY'S
ALLIANCE FOR CONSTRUCTION EXCELLENCE

THIS AGREEMENT is entered into 11 September 2000
between agencies of the State of Arizona, to wit; the DEPARTMENT OF
TRANSPORTATION (the "DOT") and the ARIZONA BOARD OF REGENTS, acting for
and on behalf of ARIZONA BOARD OF REGENTS for and on behalf of Arizona
State University and its Alliance for Construction Excellence (the
"University (ACE)").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The University (ACE) is empowered by Arizona Revised Statutes Section 15-1625 and 15-1626 to enter into this agreement and has delegated to the undersigned authority to execute this agreement on behalf of the University (ACE).

3. The DOT and the University (ACE) desire to develop a PM-10 educational outreach program as follow-up to the PM-10 research project that developed a PM-10 training manual, to assist in the regional compliance with Maricopa County Rule 310 and the Environmental Protection Agency (EPA) Federal Implementation Plan (FIP), at an estimated cost of \$8,000.00, all at the DOT expense, hereinafter referred to as the project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

II. SCOPE OF WORK

1. The DOT will:

a. Appoint a Project coordinator within the Transportation Planning Division to interface with the University (ACE) relating to the educational outreach program.

b. Provide the University (ACE) with information and data as may be reasonably available to assist in the Project.

c. Reimburse the University (ACE) within forty-five (45) days after receipt and approval of monthly invoices, in a total amount not to exceed \$8,000.00.

2. The University (ACE) will:

a. Appoint a Project coordinator at the University (ACE) to interface with the DOT relating to the PM-10 educational outreach.

b. Accomplish a PM-10 educational outreach program as follow-up to the PM-10 research project that developed a PM-10 training manual to assist in the regional compliance with Maricopa County's Rule 310 and the Environmental Protection Agency's (EPA) Federal Implementation Plan (FIP). All reports will be in a format compliant with the DOT's "Guidelines for Preparing Research Reports."

c. No more often than monthly, invoice the DOT in the form of Exhibit A attached hereto, supported by narrative reports and an accounting of monthly costs and expenditures on the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon signature by the parties hereto, and shall remain in force and effect from September 11, 2000 until November 20, 2000; provided, however, that this agreement, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. All notices or demands upon any party to this agreement relating to the agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Transportation Planning Div.

ATTN: Sandra Gilbert
206 S. 17th Avenue - 320B
Phoenix, AZ 85007

Arizona State University's
Alliance for Construction
Excellence

ATTN: Gary Aller
PO Box 870204
Tempe, AZ 85287-0204

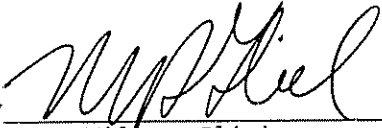
With a copy to:

Arizona State University
Office of General Counsel
PO Box 872003
Tempe, AZ 85287-2003

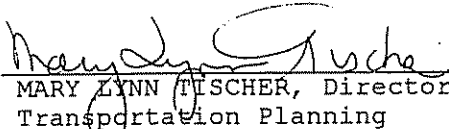
Attention: General Counsel

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ARIZONA BOARD OF REGENTS
for and on behalf of
Arizona State University
and its Alliance for
Construction Excellence

By 
Dr. Milton Glick
Sr. Vice Pres & Provost
Office of the Provost

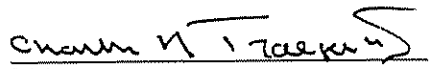
STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By 
MARY LYNN FISCHER, Director
Transportation Planning

(date)

09-13-00
(date)

APPROVED AS TO FORM AND WITHIN
THE POWER AND AUTHORITY GRANTED
UNDER THE LAWS OF ARIZONA TO
THE ARIZONA BOARD OF REGENTS:


Attorney
Arizona State University
CHARLES H. TRAEGER, III

00-138 doc
17aug